



**Town of Clayton**  
**Regular Town Council Meeting Agenda**  
**Monday, August 2, 2021 @ 6:00 PM**  
**Council Chambers**

THE PUBLIC MAY VIEW THE LIVE COUNCIL MEETING ON THE TOWN'S YOUTUBE CHANNEL:  
[https://www.youtube.com/channel/UCwz\\_EIU1ENyy7BkFsgmWYzQ](https://www.youtube.com/channel/UCwz_EIU1ENyy7BkFsgmWYzQ)

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**BELOW PLEASE FIND ADDITIONAL INFORMATION REGARDING PROCEDURES FOR IN-PERSON MEETINGS:**

- ALL persons attending must wear a mask.
- We will be following proper social distancing at all times.
- All council/board members will be socially distanced in the council chambers and wearing face masks.\*
- All staff and visitors will be socially distanced while within the council chambers. Face masks will be worn.\*
- Hand sanitizer will be available, both in the lobby and council chambers.
- Podium/microphone will be sanitized after each speaker.

*\*Masks may be lowered when speaking.*

**1. CALL TO ORDER**

Pledge of Allegiance and Invocation

**2. ADJUSTMENT OF THE AGENDA**

**3. CONSENT AGENDA**

*(Items on the consent agenda are considered routine in nature or have been thoroughly discussed at previous meetings. Any member of the Council may request to have an item removed from the consent agenda for further discussion.)*

- a. Resolution Directing Clerk to Certify Sufficiency - 2021-72-ANX  
[Resolution #2021-30](#)

- b. Right of Way Easement - Ranch Road Extension  
[Cover](#)  
[Deed for Highway Right of Way](#)  
[Exhibit](#)  
[Map](#)  
[Property Owner Acknowledgment](#)  
[Resolution #2021-31](#)

- c. DRAFT Minutes
- July 14, 2021 - Special Session
  - July 19, 2021 - Regular Session
  - July 19, 2021 - Closed Session
- [July 14 2021 DRAFT Minutes](#)  
[July 19 2021 DRAFT Minutes](#)

**POTENTIAL ACTION:**

Adoption of Consent Agenda as Presented

**4. ADMINISTRATIVE ITEMS**

**5. INTRODUCTIONS AND SPECIAL PRESENTATIONS**

- a. Employee Recognition  
*Presenter:* James Blalock, Utilities Maintenance Supervisor
  - Chris Snead - Instruction Control Tech
  - Dylan Carroll - Utility Maintenance Mechanic 2
- b. Library Tech Grant Update  
*Presenter:* Joy Garretson, Library Director

**6. PUBLIC HEARINGS**

- a. 2020-103-PDD - Lumen - Rezoning  
*Presenter:* Planning Department  
**POTENTIAL ACTION:** Continue to August 16, 2021
- b. 2020-104-SD - Lumen (Quasi-Judicial)  
*Presenter:* Planning Department  
**POTENTIAL ACTION:** Continue to August 16, 2021
- c. Economic Development Incentive Agreement - Lumen  
**POTENTIAL ACTION:** Continue to August 16, 2021

**7. OLD BUSINESS**

**8. NEW BUSINESS**

- a. Set Public Hearing - Code of Ordinance Amendment - Reduced Parking Requirements  
*Presenter:* Dick Hails, Interim Planning Director  
  
[Cover](#)  
  
**POTENTIAL ACTION:** Set Public Hearing for September 7, 2021
- b. CAMPO & Town of Clayton Financial Participation Agreement - BRT Extension Study  
*Presenter:* Patrick Pierce, Economic Development Director  
[Cover](#)  
[REDLINE FINAL DRAFT CAMPO InterlocalFundingAgreement](#)  
[FINAL CAMPO InterlocalFundingAgreement - FINAL with accepted changes](#)  
  
**POTENTIAL ACTION:** Authorize Execution of Agreement
- c. Prequalification Bid for Construction Project Policy  
[Cover](#)  
[Pre Qualification Policy](#)  
[Resolution #2021-32](#)  
  
**POTENTIAL ACTION:** Adoption of Resolution #2021-32

- d. Cemetery Policy Update - Flowers/Decorations  
*Presenter:* Justin Pulley-Superintendent of Grounds Maintenance  
[Cover](#)  
[Cemetery Flower-Decoration Policy REDLINE](#)  
[Cemetery Flower Policy FINAL](#)  
[Resolution](#)

**POTENTIAL ACTION:** Adoption of Resolution # 2021-33

## **9. STAFF REPORTS**

- a. Town Manager
- b. Town Attorney
- c. Town Clerk
- d. Other Staff

## **10. OTHER BUSINESS**

- a. Informal Discussion & Public Comment
- b. Council Comments

## **11. ADJOURNMENT**

Quasi-Judicial (evidentiary) – These hearings are different from other public hearings in that they resemble a court hearing where testimony is presented and the Town Council acts like a court of law. During evidentiary hearings, the Town Council receives only sworn testimony and other credible evidence. In addition, the Town Council must make findings of fact based upon the evidence presented. Citizens may give testimony in an evidentiary hearing after they have taken an oath.

**ANNEXATION PETITION 2021-72-ANX**  
**Johnston Prep High School**  
**Parcels:05105036**  
**Owners: Tuttle Land Management, LLC**  
**Non-Contiguous; 38.46 acres**

**TOWN OF CLAYTON**  
**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE**  
**A PETITION RECEIVED UNDER G.S. 160A-58.1**

**WHEREAS**, a petition requesting annexation of an area described in said petition was received on July 1, 2021, by the Town of Clayton; and

**WHEREAS**, G.S. 160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

**WHEREAS**, the Town Council of the Town of Clayton deems it advisable to proceed in response to this request for annexation:

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Clayton that:

The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the results of her investigation.

Duly adopted this 2<sup>nd</sup> day of August, 2021, while in regular session.

\_\_\_\_\_  
Jody L. McLeod,  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly A. Moffett, CMC, NCCMC  
Town Clerk



## Town Council Agenda Cover Sheet

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**Meeting Date**

August 2, 2021

**Agenda Location**

Consent Agenda

**Item Title**

Property Donation – NCDOT U-6223 – Ranch Road Extension

**Presenter**

Joshua Baird – Engineering Director

**Summary/Description**

NCDOT has completed right-of-way plans for project U-6223. The project is to extend Ranch Rd to NC 70 Business and re-align the Little Creek Church Rd and Ranch Rd intersection. NCDOT is currently working on right-of-way and easement acquisition. To complete the project, NCDOT needs additional right-of-way and temporary construction easement on the property owned by Town of Clayton with NC PIN 166814-42-8880. Staff recommend donation without compensation to NCDOT as the Town is vested in this specific transportation project. Town attorney has reviewed the Deed for Highway Right of Way and donation acknowledgment. Staff request approval of the donation resolution, donation acknowledgement and deed for highway right of way.

**Requested Action**

Approval/Denial

**Funding Source (If Applicable):**

N/A

**Cost:** N/A    Yes ☐    No ☒

**Additional Documents to be Included in Agenda Packet**

Map of Town owned property  
Exhibit  
Property Owner Acknowledgment  
Deed for Highway Right of Way  
Donation Resolution

**Meeting Timeline**

Click or tap here to enter text.

Revenue Stamps \$ 1.00

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Lloyd Johnston CHECKED BY Mark Smith

The hereinafter described property ☐ Does ☒ Does not include the primary residence of the Grantor

RETURN TO: Mark Smith  
210 E. Fifth Street  
Lumberton, NC 28358

|                      |                                  |
|----------------------|----------------------------------|
| NORTH CAROLINA       | TIP/PARCEL NUMBER: U-6223 011    |
| COUNTY OF Johnston   | WBS ELEMENT: 48811.2.1           |
| TAX PARCEL 05H04046H | ROUTE: New Location from SR-1560 |
| PIN 166814-42-8880   | To US 70 and NC 42 Intersection  |

THIS FEE SIMPLE DEED, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between

TOWN OF CLAYTON  
P.O. BOX 879  
CLAYTON, NC 27528-0879

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of **\$1.00** agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in Clayton Township, Johnston County, North Carolina, which is particularly described as follows:

Point of beginning being N 51°35'45.8" E, 71.828 feet from -L- Sta 24+00 thence along a curve 38.921 feet and having a radius of 2,114.719 feet. The chord of said curve being on a bearing of S 23°41'23.6" W, a distance of 38.920 feet thence along a curve 37.000 feet and having a radius of 370.000 feet. The chord of said curve being on a bearing of S 20°17'52.2" W, a distance of 36.985 feet thence along a curve 67.152 feet and having a radius of 645.000 feet. The chord of said curve being on a bearing of S 14°27'1.7" W, a distance of 67.122 feet thence along a curve 141.316 feet and having a radius of 29,950.000 feet. The chord of said curve being on a bearing of N 26°16'34.8" E, a distance of 141.316 feet thence to a point on a bearing of N 63°35'18.6" W 19.364 feet returning to the point and place of beginning. Having an area of 1,791.979 Square feet being 0.041 acres.

COUNTY: Johnston      WBS ELEMENT: 48811.2.1      TIP/PARCEL NO.: U-6223 011

IN ADDITION, and for the aforesated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:  
TEMPORARY CONSTRUCTION EASEMENT AREAS DESCRIBED AS FOLLOWS:

Tract 1:

Point of beginning being N 49°43'44.7" E, 76.709 feet from -L- Sta 24+00 thence along a curve 5.448 feet and having a radius of 2114.719 feet. The chord of said curve being on a bearing of S 24°17'27.4" W, a distance of 5.448 feet thence to a point on a bearing of S 63°35'18.6" E 19.364 feet thence to a point on a bearing of N 10°49'16.3" E 5.835 feet thence to a point on a bearing of N 64°8'59.1" W 17.999 feet returning to the point and place of beginning. Having an area of 103.434 Square feet being 0.002 acres.

Tract 2:

Point of beginning being S 13°11'13.0" E, 758.856 feet from -L- Sta 24+00 thence to a point on a bearing of S 35°34'29.1" E 209.840 feet thence to a point on a bearing of N 54°25'30.9" E 10.000 feet thence to a point on a bearing of N 33°29'21.8" W 126.501 feet thence to a point on a bearing of N 45°30'13.6" W 84.691 feet returning to the point and place of beginning. Having an area of 2,164.257 Square feet being 0.050 acres.

It is understood and agreed that the DEPARTMENT shall have the right to construct and maintain the cut and/or fill slopes in the above-described areas until such time that the property owners alter the adjacent lands in such a manner that the lateral support of the cut and/or fill slopes is no longer needed. Any additional construction areas lying beyond the right of way limits and beyond any permanent easement areas will terminate upon completion of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

SPECIAL PROVISIONS. This deed is subject to the following provisions only:  
None

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Johnston County Registry in Deed Book 4490 Page 198.

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

The Grantors acknowledge that the project plans for Project # 48811.2.1 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 48811.2.1.

Johnston County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions:

Restrictive covenants and easements of record, government regulations, and the lien of property taxes for the current year.

COUNTY: Johnston WBS ELEMENT: 48811.2.1 TIP/PARCEL NO.: U-6223 011

IN WITNESS WHEREOF, GRANTOR, pursuant to a resolution dated \_\_\_\_\_, has caused this instrument to be signed in its corporate name by its MAYOR, its corporate seal hereto affixed, and attested by its CITY CLERK, by order of the CLAYTON TOWN COUNCIL, this the day and year first above written

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

TOWN OF CLAYTON

(TOWN SEAL)

BY: Jody McLeod, Mayor of Town of Clayton

ATTEST: Kimberly Moffett, Clerk of the Town of Clayton

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

|               |                                                                                                                                                                                                                             |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (Notary Seal) | North Carolina, _____ County                                                                                                                                                                                                |
|               | I, _____, a Notary Public for _____ County, North Carolina, certify that                                                                                                                                                    |
|               | Kimberly Moffett personally came before                                                                                                                                                                                     |
|               | me this day and acknowledged that she is the CLERK of the                                                                                                                                                                   |
|               | TOWN OF CLAYTON, and that by authority duly given, the foregoing instrument was signed in its name by the MAYOR of the TOWN OF CLAYTON, sealed with its corporate seal, and attested by Kimberly Moffett as its TOWN CLERK. |
|               | Witness my hand and official seal this the _____ day of _____ 2021.                                                                                                                                                         |
|               | My commission expires: _____                                                                                                                                                                                                |
|               | _____<br>Notary Public                                                                                                                                                                                                      |

# U-6223 011 Town of Clayton



PROPERTY LINES



NEW RIGHT OF WAY 0.041 Acres (1,791.979 Square Feet)

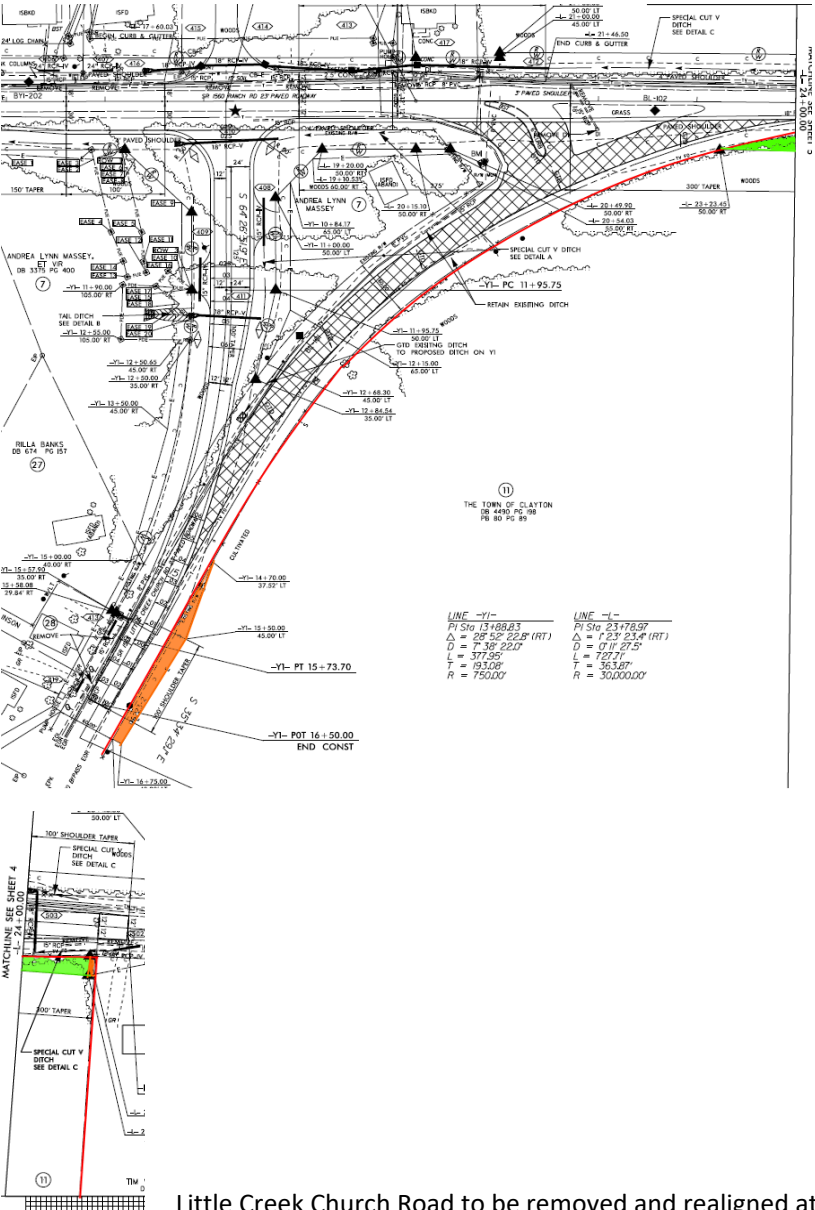


TEMPORARY CONSTRUCTION EASEMENT 0.052 Acres Combined

Tract 1 0.002 Acre (103.434 Square Feet)

Tract 2 0.050 Acre (2,164.257 Square Feet)

TOTAL AREA 67.137 ACRES Before, TOTAL AREA REMAINING 67.096 ACRES After.  
(Approximately Area taken from Plat Book 80 Page 89)



Little Creek Church Road to be removed and realigned at the Ranch Road Intersection.

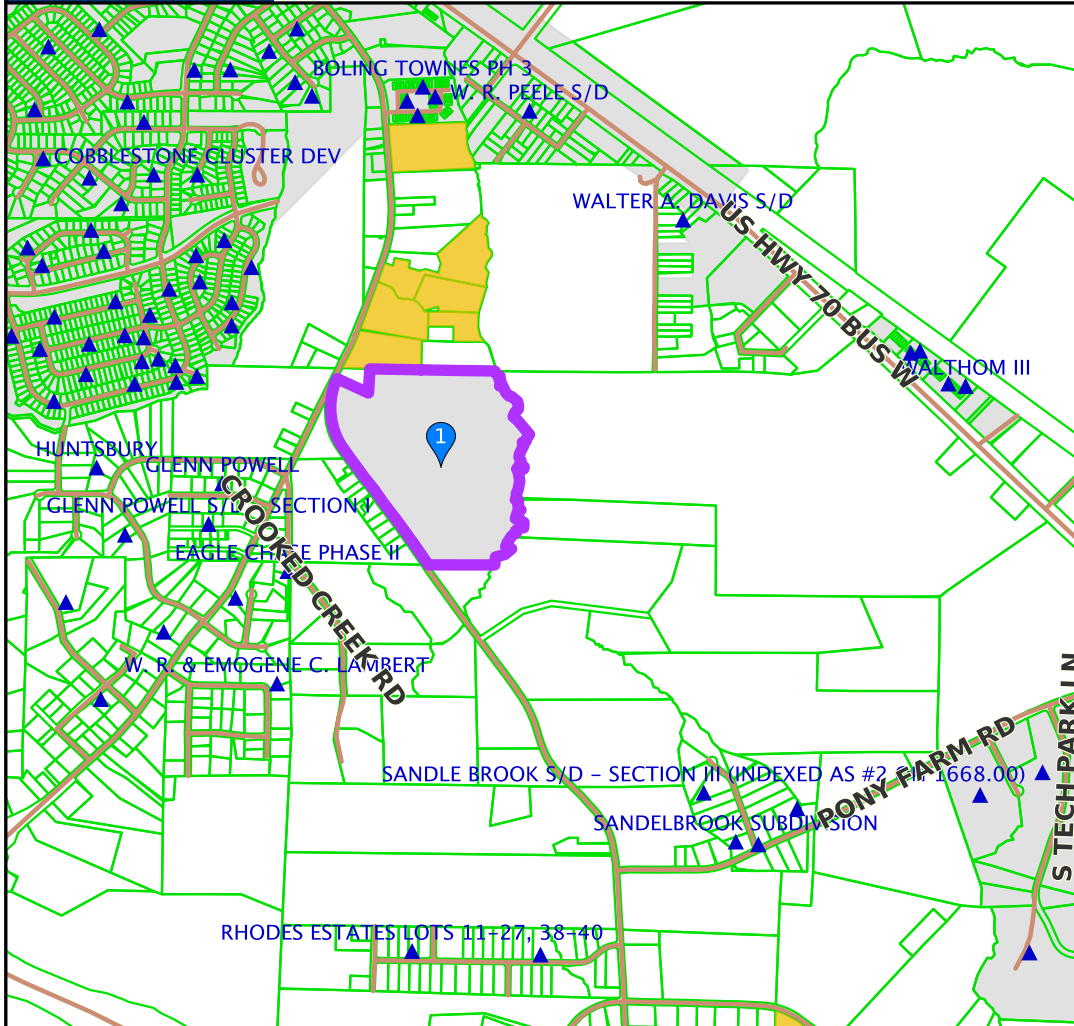
Michael N Grimes Phone # 919-795-1321

Email: [michael@grimeslandservices.com](mailto:michael@grimeslandservices.com)



\*\*\* DISCLAIMER \*\*\*

Johnston County assumes no legal responsibility for the information represented here.



**Result 1**

**id:** 05H04046H  
**Tag:** 05H04046H  
**NCPin:** 166814-42-8880  
**Mapsheet No:** 166814  
**Owner Name 1:** TOWN OF CLAYTON  
**Owner Name 2:**  
**Mail Address 1:**  
**Mail Address 2:** PO BOX 879  
**Mail Address 3:** CLAYTON, NC 27528-0879  
**Site Address 1:**  
**Site Address 2:**  
**Book:** 04490  
**Page:** 0198  
**Market Value:** 452560  
**Assessed Acreage:** 67.140  
**Calc. Acreage:** 67.700  
**Sales Price:** 1208500  
**Sale Date:** 2014-08-22



**Scale: 1:20120 - 1 in. = 1676.66 feet**

(The scale is only accurate when printed landscape on a 8 1/2 x 11 size sheet with no page scaling.)

Johnston County GIS  
July 28, 2021



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

MAY 10, 2021

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

WBS ELEMENT: 48811.2.1  
FA PROJECT: N/A  
TIP/PARCEL: U-6223 011  
COUNTY: Johnston  
DESCRIPTION: New Location from SR-1560 to US 70 and NC 42 Intersection

Property Owner Acknowledgement of the Terms for the Voluntary Donation of Property to the North Carolina Department of Transportation.

The undersigned property owner and/or the undersigned property owner's legal representatives freely acknowledge their desire and willingness to voluntarily transfer their ownership of privately owned real property to the North Carolina Department of Transportation for the benefit of the above sited public transportation project without receipt of just compensation. It is further agreed and acknowledged by the undersigned property owner and/or the property owner's legal representative that the property owner and/or legal representative has been advised that he/she is entitled to have an appraisal made on his/her property to determine just compensation and the owner releases the Department from this obligation and waives any compensation in exchange for the donation of property as right of way in full settlement of his/her claim. The purpose of this document is to ensure compliance under Title 23 of the United States Code of Federal Regulations (CFR), Subchapter H (Right-of-Way and Environment), Part 710 (Right-of-Way and Real Estate), Subpart E (Property Acquisition Alternatives), Subsection .505 (Real Property Donations).

**TOWN OF CLAYTON**

(TOWN SEAL)

BY:

**Jody McLeod, Mayor of Town of Clayton**

ATTEST:

**Kimberly Moffett, Clerk of the Town of Clayton**

FRM4-CC  
REVISED 2-01-2017

Telephone: (919) 707-4360  
Fax: (919) 733-1390  
Customer Service: 1-877-368-4968

Website: [www.ncdot.gov](http://www.ncdot.gov)

Mailing Address:  
NC DEPT. OF TRANSPORTATION  
RIGHT OF WAY UNIT  
1546 MAIL SERVICE CENTER  
RALEIGH, NC 27601

(Notary Seal)

North Carolina, \_\_\_\_\_ County

I, \_\_\_\_\_, a Notary Public for  
\_\_\_\_\_ County, North Carolina, certify that

\_\_\_\_\_ Kimberly Moffett \_\_\_\_\_ personally came before  
me this day and acknowledged that she is the CLERK of the

TOWN OF \_\_\_\_\_ CLAYTON \_\_\_\_\_, and that by authority duly given, the  
foregoing instrument was signed in its name by the MAYOR of the TOWN OF  
CLAYTON, sealed with its corporate seal, and attested by

\_\_\_\_\_ Kimberly Moffett \_\_\_\_\_ as its TOWN CLERK.

Witness my hand and official seal this the \_\_\_\_\_ day of  
\_\_\_\_\_ 2021.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CLAYTON  
FOR THE CONVEYANCE OF REAL PROPERTY**

**WHEREAS**, the Town of Clayton is the owner of the real property located on Little Creek Church Road, Clayton, NC, Johnston County real estate identification number 05H04046H, as further described in the Deed at Book 4490, Page 198 of the Johnston County Registry (the "Property");

**WHEREAS**, the North Carolina Department of Transportation ("NCDOT") requires a right of way and temporary construction easements over and upon the Property in accordance with the Deed for Highway Right of Way attached hereto as Exhibit A (the "Right of Way");

**WHEREAS**, pursuant to NCGS 160A-274(b), the Town of Clayton is authorized to sell to any other governmental unit any interest in real property with or without consideration;

**WHEREAS**, the Town of Clayton, acting by and through the Town Council, proposes to donate the Right of Way to NCDOT in accordance with the terms of the Deed of Right of Way and the Property Owner Acknowledgement dated May 10, 2021 and attached hereto as Exhibit B;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CLAYTON:**

1. That the conveyance of the Right of Way and Temporary Construction Easements as more particularly described in the Deed of Right of Way is hereby ratified and confirmed.

2. That the Mayor of the Town of Clayton and Clerk for the Town are authorized and directed to execute such documents on behalf of the Town of Clayton as are required to complete said conveyance.

Duly adopted this the 2<sup>nd</sup> day of August, 2021 while in regular session.

\_\_\_\_\_  
Jody McLeod, Mayor

**ATTEST:**

\_\_\_\_\_  
Kimberly Moffett, Town Clerk

(SEAL)



**Town of Clayton**  
**Regular Town Council Meeting Minutes**  
**Wednesday, July 14, 2021 @ 12:30 PM**  
**BB&T Room**

**COUNCIL PRESENT:**

Mayor McLeod  
Mayor Pro Tem Thompson  
Council Member Holder  
Council Member Grannis  
Council Member Bunn  
Council Member Everett

**STAFF PRESENT:**

Rich Cappola, Interim Town Manager  
Dolores Gill, Deputy Town Manager  
Lee Barbee, Interim Deputy Town Manager  
Jim Cauley, Town Attorney  
Heidi Holland, Deputy Town Clerk  
Robert McKie, Finance Director  
Patrick Pierce, Economic Development Director  
Nathanael Shelton, Communications Officer  
Joshua Baird, Engineering Director  
Dick Hails, Planning Consultant  
Jeff Caines, Senior Planner  
Blake Mills, Public Works Director

**COUNCIL ABSENT:**

**1 CALL TO ORDER**

- a) Mayor McLeod called the meeting to order at 12:44 p.m.

**2 ITEMS FOR DISCUSSION**

Downtown Parking Concerns

- a) Review of Parking Survey Results & Analysis

Patrick Pierce discussed the results of the Downtown Clayton Parking Survey. Slides were presented. He stated the last time a parking study was completed was in March 2007. The current data, which was collected on June 23, 2021 over the course of five time periods, included statistics such as Percent of Off-Street Parking Occupancy by Block between the hours of 7:00 AM until 6:00 PM, Percent of Off-Street Parking Occupancy by Block out of Total Available Off-Street Parking between the hours of 7:00 AM until 6:00 PM, and Public Off-Street Parking Occupancy by Block during the hours of 7:00 AM, 10:00 AM, 12:30 PM, 2:30 PM, and 6:00 PM.

Several new parking lots were identified during the course of this study, the analysis of parking was block by block. Block 1, 7 total spaces (1 ADA) between 2 lots; Block 2, 22 total spaces within 1 lot; Block 5, 15 total spaces within 1 lot; Block 7, 4 total spaces within 1 lot; Block 8, 26 total spaces (2 ADA) within 2 lots; Block 10, 11 total spaces within 1 lot; Block 18, 78 total spaces (5 AD) within 3 lots; Block 20, 38 total spaces (2 ADA) within 3 lots.

Surveyors noted in several lots, parking spaces were occupied by construction dumpsters, including one that was blocking an ADA parking spot. Maps of these results were included in the slides.

b) Review of Updated Parking Study Data

Patrick Pierce started discussion on the downtown parking survey results. Slides were presented. He stated 880 citizens responded to this survey of which 49 were Downtown Property Owners, 38 Downtown Business Owners, 66 Downtown Residents, 447 Residents within Town Limits, 204 Residents within the ETJ, and 76 Other. 56 responded overall parking was not an issue Downtown, 226 stated it is only an issue during major events, 373 stated it is only an issue on certain days or times and 225 stated it is a significant issue all or most of the time.

Mr. Pierce discussed the results of options that would enhance Downtown parking (citizens were asked to choose 2 options): 82 stated time-restricted parking spaces, 86 chose additional off-street private parking, 176 chose better wayfinding to existing parking, 177 chose additional on-street parking, 272 chose improved sidewalks and crosswalks, 290 chose downtown parking deck or garage and 677 chose additional off-street public parking.

Mr. Pierce shared results that asked citizens how far they would be willing to walk to their destination. The results were: 86 replied less than a block, 442 replied 1-2 blocks, 297 replied 3-4 blocks and 55 replied 5+ blocks. Results were also shared pertaining to the biggest challenges to creating additional parking in downtown and what citizens believe the current parking requirements in downtown are. Mr. Pierce also shared information on Peer Community studies for the Carrboro, Apex, Fuquay-Varina, Smithfield, Holly Springs and Cary.

A Clayton resident questioned the 160D and stated 90% of citizens do not realize the difference from before and after the 160D update. He stated the folks that responded to the survey needed to know the difference.

Mr. Cappola asked Council if they had any questions or comments.

Council Member Grannis asked, with respect to the ADA, if we were in compliance and if not how do we get there. Ms. Gill stated we are currently working with a group that is taking us through an ADA study and a transition plan. We are in the final stages of this. The study will show what recommendations to prioritize and the abilities to create solutions. Council Member Grannis asked if it were fair to say we currently do not have enough ADA and Ms. Gill stated she is unable to answer that question at this time but will have data on that soon. Mr. Cappola further spoke on this subject.

Mr. Cappola stated there was drone footage from the 4th of July event which captured the parking during this event. The feedback revealed most citizens were able to park during this event.

There was discussion among staff and citizens about a new restaurant, Crawford and Son, and parking concerns when it opens.

c) Overview Of Current Planning Requirements

- Residential & Non-Residential Parking Requirements
- Process Pre-160D vs. Post-160D Updates
- What Triggers Upgrading A Parking Lot (Paving, Etc.)
- How Some Comparable Towns Are Addressing Parking Needs In Their Downtown

Dick Hails, Planning Consultant, presented slides for these topics. Mr. Hails shared information on past downtown parking standards. He stated in the UDC, parking requirements for off-street parking are based on use types. Pre-160D standards, applications prior to February 21, 2021, in the Downtown Overlay, the Planning Director could approve a use providing less than required spaces, "provided that as much off-street parking and loading as can reasonably be provided is provided (non-residential development). Evidence of providing "as much as can reasonably be provided" may include; purchasing and/or improving nearby properties for parking, entering into lease agreements on existing nearby parking spaces, verify availability of on- or off-street nearby public spaces, etc.

**Current Ordinance Parking Standards**

- Post 160D UDC Standards: "Any reduction in parking provided for non-residential development requires a variance be granted from the Board of Adjustment for business or structure expansion"
- All weather surfaces and minimum dimensions required
- Off-site parking permitted nearby
- Shared parking agreement permitted if details provided on overlap of nearby uses for peak parking use, etc.
- ADA parking spaces required
- Bicycle parking often required

**Developing New Downtown Parking Standards**

***Goals to Balance***

- Provide & maintain adequate parking infrastructure for downtown users, to avoid a shortage that can discourage use & development.
- Provide flexibility in parking standards due to many downtown parking destinations and users and due to the availability of public parking in downtown, both on and off street.
- Private and public interests work together to both help meet parking needs as development occurs in downtown; supply and demand can change quickly with several new developments.

**Possible New Downtown Parking Standards**

- Require parking be provided for downtown non-residential development at 50% of the normal off-street requirement.
- Require parking be provided for downtown residential development at the rate of one space per unit (plus ADA and bike parking).

- Can further reduce the parking requirement up to 50% for non-residential if public spaces are shown to be available within 750 feet of the site.
- Can still utilize off-site, off-street spaces and shared parking plans to meet requirements. Shuttle to be provided if 750+ feet from site.
- Can also reduce spaces by using any Town programs provided for Payment In Lieu Of (PILO) spaces, to expand future downtown public parking.
- Can still seek a variance for parking reductions from the Board of Adjustment

#### **Parking Variance at Board of Adjustment**

- BOA heard first parking variance request on June 16
- Requested a reduction to 44 required spaces, existing bldg. & pkg lot
- Two speakers in support and one in opposition
- Board voted to approve the variance request
- Board will consider approval of Findings at July 21 meeting
- Agreement with Findings will start a 30 day period during which a court appeal may be filed
- If no appeal filed, decision will be final on August 20
- If appeal is filed, case will proceed to courts, with minutes of meeting

There were questions on what is required for parking downtown as far as resurfacing and if an existing building is grandfathered into the previous 160D standards. Mr. Hails stated if it is a new construction, then parking serving that would need to be repaved as well as the stormwater researched. Mr. Hails briefly discussed a task force committee that would be formed to help resolve DOWNTOWN parking issues.

A Clayton resident spoke about their property, which includes private parking. She stated she may begin to start charging folks to park there. She stated no one from the Town has reached out to work with her, she stated she has a lot of potential parking on her property. Mr. Cappola stated he appreciates the comments. He stated the reason of this meeting is to find potential options that are available with downtown property owners. He would like to talk to business owners to discuss what options they would be open to. The citizen stated she would like to be a part of the task force committee.

Mayor Pro Tem Thompson stated the reason of this meeting was to discuss options and receive public input. He stated there are a lot of business owners and parking lots with no agreements in place. This meeting was organized to put everyone together to find a path to move forward. He stated there would be no decisions made at this meeting, the purpose of this meeting is to start conversations.

Mr. Cappola asked if there were any further questions or comments.

- d) Overview of Engineering/Stormwater Requirements Applicable to Development within Downtown

Joshua Baird, Engineering Director, spoke about stormwater in downtown. Slides were presented. He discussed the infrastructure issues on Main Street, he stated there are a lot of enclosed pipes that range a long distance and would not be an easy fix. He discussed the town's aging infrastructure stating that some are potentially undersized. He stated he has an intern that is compiling problem areas in the town and there are biweekly meeting to discuss these issues. Mr. Baird went into detail on Treatment Options within highly dense areas which included Permeable Pavement, Silva Cell, Sand Filter, Storm Filter and Filterra Tree Box.

Discussed was a closer look at permeable pavement at Town Hall Parking Lot:

- Standard asphalt bid ~ \$3/sf
- Permeable pavement bid ~ \$8/sf
- Factors
- Available space
- Cost of land for other types of devices
- Underground vaults

He stated Regional Options could include: Public Private Partnerships, Town capital to incentivize development as well as other creative solutions. He discussed Common Plan of Development, which means a site where multiple separate and distinct development activities may be taking place at different times on different schedules but governed by a single development plan regardless of ownership of the parcels. Information that may be used to determine a "common plan of development" include plats, blueprints, marketing plans, contracts, building permits, public notices or hearings, zoning requests, and infrastructure development plans.

Mayor Pro Tem Thompson stated the town needs to be careful putting asphalt all over the town. He discussed the flooding situation that occurred at Blackley's, he stated we don't want this to happen again. Everything the town does has to be implemented for residents and businesses. He discussed the need of keeping the public informed.

Mr. Cappola asked if there were any questions or comments.

e) Reference Documents

Reference documents were shared. These slides provided information regarding streetscape plans, parking payment in lieu and a parking strategic plan compiled by Kimley-Horn. Slides were shared from a DFI analysis completed for the library last year.

Mayor McLeod shared that the meeting had been very informative for him and anyone that attended. He stated whatever is decided moving forward, the decision would have strong focus on property owners whether it pertains to stormwater or parking. He agreed with the concept of educating citizens. He discussed creating the task force committee and stated he would begin working on the formation. He liked the idea of wayfinding signs that would show where to park DOWNTOWN. He discussed the partnership with Clayton

High School and stated this would be great to have access to their facilities to help with parking for larger events.

Council Member Grannis stated he agreed with Mayor McLeod. He stated stakeholder participation, communication and the idea of a task force committee is very important. He discussed the idea of a parking deck and stated he would not discount that, he has been to cities similar in size with parking decks that you would not be aware was a parking deck. He stated one concern of his is possibly going over and above ordinance requirements. He stated he would like to know an answer to that. He thanked the citizens that attended the meeting and appreciated everyone's comments.

Mayor Pro Tem Thompson stated he had spoken with citizens one on one about the benefits of crosswalks and sidewalks which would create an easier way to get around town. He stated the presentations during this meeting had been very helpful. He also stated he did not think the cheapest way out would be the best way.

Council Member Holder discussed crosswalks and signage throughout DOWNTOWN. Council Member Bunn stated he had taken away a lot from this meeting. He stressed the need of taking care of current businesses and their infrastructure and stormwater needs. He also expressed the need to have more crossing lights on Main Street, he stated we only have one in this town. Council Member Everett stated he appreciated these meetings and this was a great opportunity for leaders and citizens to communicate on these issues. He stated coming together is a huge first step. He appreciated the public coming out and sharing their thoughts.

A Clayton resident discussed the possibility of asking NCDOT to turn Main Street over to the town. He stated a lot of work needed to be done to Main Street such as paving and infrastructure. Mayor McLeod stated the town has invested more money in street improvement in the last few years than they ever have. Mr. Casey stated the improvements have been very visible.

Mr. Cappola discussed creating another survey during peak hours. Mayor McLeod stated he is in favor of another study that would focus on different time zones on different days. He stated this is great information to discuss with the task force. Council Member Grannis stated he was in agreement with this, the sooner the better. Council Member Holder stated a survey of 30 days would be a more accurate study. Mayor Pro Tem Thompson stated the ordinance needed to be reviewed but would rather hear from the task force. Once a plan is put together, it will drive the direction we need to go.

Mayor McLeod stated he would be creating the task force and pulling stakeholders in. He stated if anyone was interested to let him know. Council Member Bunn asked if there were current projects that this ordinance could affect in the next six weeks. Mr. Hails stated there was currently one application that was submitted in January that currently did not meet the parking requirements. There was discussion on applying an interim on the ordinance that would change the parking restrictions. Council Member Holder

stated we need to be careful not to violate the 160D. He asked if the ordinance change could be updated within the next month. Mr. Cappola stated he would look at dates and get a realistic time frame. He stated he would also contact NCDOT to try to get a plan together regarding Main Street.

A Clayton resident asked about the time frame on creating the task force, Mayor McLeod stated hopefully in the next month. He thanked everyone for coming out and stated this meeting had been very beneficial.

### **3 ADJOURNMENT**

#### **a) Adjourn the Meeting**

With nothing further, the meeting was adjourned at 3:07 p.m.

**ACTION:** Motion to Adjourn

**Motion:** Mayor Pro Tem Thompson

**Second:** Council Member Holder

**Vote:** Unanimous

Duly adopted this the 2<sup>nd</sup> day of August, 2021.

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Jody L. McLeod  
Mayor

ATTEST:

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Kimberly A. Moffett, CMC, NCCMC  
Town Clerk

July 14, 2021  
Minutes



**Town of Clayton  
Regular Town Council Meeting Minutes  
Monday, July 19, 2021 @ 6:00 PM  
Council Chambers**

**COUNCIL PRESENT:**

Mayor McLeod  
Mayor Pro Tem Thompson  
Council Member Grannis  
Council Member Holder  
Council Member Bunn  
Council Member Everett

**STAFF PRESENT:**

Rich Cappola, Interim Town Manager  
Dolores Gill, Deputy Town Manager  
Lee Barbee, Interim Dep Town Manager & Fire Chief  
Jim Cauley, Town Attorney  
Kimberly Moffett, Town Clerk  
Nathaniel Shelton, Communications Director  
Joshua Baird, Town Engineer  
Amy Shearin, Emergency Services Coordinator  
Patrick Pierce, Economic Development Director  
Matt Sutphin, Deputy Fire Chief  
Dale Medlin, Electrical Director  
Scott Barnard, Parks & Recreation Director

**COUNCIL ABSENT:**

**1 CALL TO ORDER**

Pledge of Allegiance and Invocation

- a) Mayor McLeod called the meeting to order at 6:02 p.m. He led everyone in the Pledge as well as offering the Invocation.

**2 ADJUSTMENT OF THE AGENDA**

**3 CONSENT AGENDA**

*(Items on the consent agenda are considered routine in nature or have been thoroughly discussed at previous meetings. Any member of the Council may request to have an item removed from the consent agenda for further discussion.)*

- a) Warrant Acceptance
- Academy Point, Phases 8 & 9
  - Ashcroft Subdivision, Phase 7
- b) Draft Minutes
- June 7, 2021 - Regular Session
  - June 7, 2021 - Closed Session
  - June 21, 2021 - Regular Session

**ACTION:** Adoption of Consent Agenda as Presented

**Motion:** Council Member Holder

Second: Council Member Bunn  
Vote: Unanimous

#### **4 ADMINISTRATIVE ITEMS**

#### **5 INTRODUCTIONS AND SPECIAL PRESENTATIONS**

a) New Employees

*Presenters:* Nathanael Shelton - Communications Director, Ann Game - Customer Service Director and Kimberly Moffett - Town Clerk

- Catherine White - Communications Intern
- Taylor Stubblefield - Customer Service Intern
- Hillary McFarland - HR Analyst

Mr. Shelton introduced both Catherine White and Taylor Stubblefield, both serving as interns for the Town. Both stated they were happy to be part of the team and were enjoying this experience. Both mentioned how welcomed they felt. Ms. Moffett introduced Hillary McFarland. Ms. McFarland is an HR Analyst and started with the town May 24, 2021. Ms. McFarland stated she is excited to be with the town.

Council welcomed everyone to the team.

#### **6 PUBLIC HEARINGS**

a) 2020-103-PDD - Lumen - Rezoning

*Presenter:* Planning Department

It was requested this that Items 6a, 6b & 6c be continued to August 2, 2021.

**ACTION:** Continued to August 2, 2021

Motion: Mayor Pro Tem Thompson  
Second: Council Member Everett  
Vote: Unanimous

b) 2020-104-SD - Lumen (Quasi-Judicial)

*Presenter:* Planning Department

**ACTION:** Continued to August 2, 2021

Motion: Council Member Thompson  
Second: Council Member Everett  
Vote: Unanimous

c) Development Agreement - Lumen

*Presenter:* Planning Department

**ACTION:** Continued to August 2, 2021

Motion: Council Member Thompson  
Second: Council Member Everett  
Vote: Unanimous

**7 OLD BUSINESS**

**8 NEW BUSINESS**

- a) Ground Water Storage Tank - Construction Contract  
*Presenter:* Joshua Baird, Town Engineer

Mr. Baird was present and provided information and history regarding water storage tank. He stated we still have a need for short term additional storage in Clayton. Several options were researched. A 500,000 gallon tank has been located that could be relocated and used for our purpose. Mr. Baird stated that funds were budgeted for this use. It was stated that the best location for this tank would be by Fire Station 2. Total cost to relocate this storage tank would be \$468,930.

Council Member Grannis asked about competitive bid. Mr. Baird stated significant due diligence was completed with respect to this project. Council Member asked for details about process to determine this was a fair price. Mr. Baird stated shared details including use of consultants.

Council Member Holder asked if this was a temporary tank. Mr. Baird stated it would not be long term. This would be a quick fix for current storage issue.

**ACTION:** Authorization Execution of Construction Contract

Motion: Mayor Pro Tem Thompson  
Second: Council Member Grannis  
Vote: Unanimous

**9 STAFF REPORTS**

- a) Town Manager

Mr. Cappola shared update regarding COVID policies. At this time no changes are being proposed. We will continue to monitor numbers.

Currently finishing up HR Director interviews, with hope to have someone in place by September 1, 2021. Also finishing up first round of Planning Director interviews with second round coming up shortly. Comp Plan process will hopefully be moving forward shortly. He stated a two-day hazard workshop for wastewater facility was being held this coming week. Both he and Mr. Poelman would be in attendance.

- b) Town Attorney  
c) Town Clerk  
d) Other Staff

- Square to Square Festival  
*Presenters:* Amy Shearin & Patrick Pierce
- Project Goodwill Update  
*Presenter:* Patrick Pierce
- 2021 ISO Rating  
*Presenter:* Matt Sutphin, Deputy Fire Chief

Ms. Shearin provided a debriefing on Square to Square July 4th Celebration. She stated it was a great event. She offered her appreciation to council for allowing this to happen. Council Member Grannis offered his thanks to Amy and Patrick Pierce and teams for all the hard work that went into this event. She stated if she had to guess about 3,000-4,000 people were in attendance. Mayor stated it was a great event and a wonderful turnout. He stated he felt this could be the next great town event.

Chief Sutphin was present and shared information about the newly received 2021 ISO Rating of 2. This is a huge accomplishment. This new rating will take place on October 1, 2021. Following that folks should see insurance rates decrease. We are the first and only department in Johnston County to receive this rating. Only 52 departments out of 1247 in the State of North Carolina have received this rating. He offered his thanks to council for their support. Mayor McLeod offered congratulations. Council Member Grannis shared his thoughts about reading the rating letter and all the hard work and dedication that went into achieving this rating. Council offered their thanks and appreciation. Chief Barbee added in addition, the department is graded on a daily basis. Chief Sutphin stated how proud he was of everyone in the Fire Department.

Mr. Cappola stated that the June 23, 2021 signing of the Memorandum of Understanding was a wonderful opportunity and offered his thanks to the Mayor. Mayor stated we have a lot of opportunity. He further stated we are very appreciative to Grifols for their partnership and this amazing opportunity for all involved.

## **10 OTHER BUSINESS**

### **a) Informal Discussion & Public Comment**

Representative from the Clayton Community Garden was present and stated she had previously spoken about possibility of change to Code of Ordinance and hoped council would take this request under advisement.

### **b) Council Comments**

## **11 CLOSED SESSION**

### **a) Closed Session Pursuant to NCGS 143-318.11(a)(4) & (5)**

**ACTION:** Motion to Go Into Closed Session at 6:32 p.m.

**Motion:** Council Member Holder

Second: Council Member Everett  
Vote: Unanimous

**12 ADJOURNMENT**

a) Adjourn the Meeting

With there being nothing further, the meeting was adjourned at 7:45 p.m.

**ACTION:** Motion to Adjourn

Motion: Council Member Bunn  
Second: Council Member Grannis  
Vote: Unanimous

Duly adopted this the 2<sup>nd</sup> day of August, 2021 while in regular session.

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Jody L. McLeod  
Mayor

ATTEST:

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Kimberly A. Moffett, CMC, NCCMC  
Town Clerk



## Town Council Agenda Cover Sheet

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**Meeting Date**

August 2, 2021

**Agenda Location**

New Business

**Item Title**

Code of Ordinance Amendment – Reduced Downtown Parking Requirements

**Presenter**

Dick Hails, AICP – Interim Planning Director

**Summary/Description**

Reduction of required parking standards for the Downtown area

**Requested Action**

Set Public Hearing

**Funding Source (If Applicable):**

N/A

**Cost:** N/A   Yes ☐   No ☒

**Additional Documents to be Included in Agenda Packet**

Proposed Text: UPDATED UDC 155.401(C)(2) Table 4-2 Note: 6

**Meeting Timeline**

Click or tap here to enter text.



## Town Council Agenda Cover Sheet

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**Meeting Date**

August 2, 2021

**Agenda Location**

New Business

**Item Title**

Capital Area Metropolitan Planning Organization (CAMPO) & Town of Clayton Financial Participation Agreement – Bus Rapid Transit (BRT) Extension Study

**Presenter**

Patrick Pierce, Economic Development Director

**Summary/Description**

CAMPO is undertaking a Major Investment and Alternatives Analysis study to extend BRT from Garner to Clayton as part of a larger investment to connect Garner to Raleigh, RTP and Durham. CAMPO has requested that the Town of Clayton contribute \$15,000 towards the total cost of the \$400,000 study. The study commenced earlier this year and will be complete by September 2022.

Funds for the contribution to the study were included in the Town's FY21-22 Adopted Budget. Staff is request approval from Town Council for the Interim Town Manager to sign the Agreement.

**Requested Action**

Approval

**Funding Source (If Applicable):**

Economic Development Professional Services Budget

**Cost:** \$15,000    Yes ☒    No ☐

**Additional Documents to be Included in Agenda Packet**

**BUS RAPID TRANSIT EXTENSIONS MAJOR INVESTMENT STUDY AND ALTERNATIVES ANALYSIS FINANCIAL PARTICIPATION AGREEMENT**

**Meeting Timeline**

Click or tap here to enter text.

NORTH CAROLINA

**BUS RAPID TRANSIT EXTENSIONS MAJOR  
INVESTMENT STUDY AND ALTERNATIVES  
ANALYSIS FINANCIAL PARTICIPATION  
AGREEMENT**

~~RESEARCH TRIANGLE FOUNDATION  
OF TOWN OF CLAYTON, NORTH CAROLINA,  
A NORTH CAROLINA  
NON-PROFIT CORPORATION~~

DATE: ~~027/0822/2021~~ 08/03/2021

AND

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO), A METROPOLITAN  
TRANSPORTATION PLANNING ORGANIZATION, RECOGNIZED UNDER ARTICLE 16 OF CHAPTER  
136 OF THE NORTH CAROLINA GENERAL STATUTES

Total Funds

\$~~1520~~,000.00

**THIS BUS RAPID TRANSIT EXTENSIONS MAJOR INVESTMENT STUDY AND ALTERNATIVES  
ANALYSIS FINANCIAL PARTICIPATION AGREEMENT** ("AGREEMENT"), made and entered into on  
the last date executed below by and between the ~~Research Triangle Foundation of Town of Clayton~~, North  
Carolina, hereinafter referred to as "~~TownRTF~~", and the Capital Area Metropolitan Planning Organization,  
hereinafter referred to as "CAMPO".

The ~~TownRTF~~ and CAMPO are collectively referred to herein as "Parties."

**WITNESSETH:**

**WHEREAS**, the United States Congress mandated the establishment of Metropolitan Planning  
Organizations (MPOs) to encourage and promote the safe and efficient management and operation of  
surface transportation systems, under applicable provisions of the U.S Code, referenced and quoted as  
follows:

23 U.S.C. Sec. 134 (a) (1). *It is in the national interest to encourage and promote the  
development of transportation systems embracing various modes of transportation in a  
manner which will efficiently maximize mobility of people and goods within and through an  
urbanized area and minimize transportation related fuel consumption and air pollution. To  
accomplish this objective, metropolitan planning organizations, in cooperation with the State,  
shall develop transportation plans and programs for urbanized areas of the State. Such plans  
and programs shall provide for the development of transportation facilities (including  
pedestrian and bicycle transportation facilities) which will function as an intermodal  
transportation system for the State, the metropolitan area, and the Nation. The process for  
developing such plans and programs shall provide for consideration of all modes of  
transportation and shall be continuing, comprehensive and cooperative to the degree  
appropriate, based on the complexity of the transportation system"; and*

**WHEREAS**, MPOs established pursuant to 23 U.S.C. § 134 are recognized under the laws of North  
Carolina. N.C.G.S. § 136-200.1 (2016); and,

**WHEREAS**, The Governor of the State of North Carolina has designated the City of Raleigh to be the  
Lead Planning Agency, and therefore fiscal agent, for CAMPO and to be responsible for carrying out the  
provisions of Section 134(a), Title 23, United States Code; and,

**WHEREAS**, the TownRTF has agreed to provide a donation for a Major Investment Study and Alternatives Analysis for Bus Rapid Transit Extensions from Cary to Research Triangle Park and from Garner to Clayton, the "Study"; and,

**WHEREAS**, the Parties have agreed that CAMPO shall solicit and employ a consultant to perform transportation planning services as part of the Study.

**NOW, THEREFORE**, in consideration of the foregoing recitals, mutual agreements set forth below, and other good and valuable consideration, the Parties agree as follows:

- 1) In furtherance of the Study, CAMPO ~~has~~shall hired a consultant to perform the planning services as further provided herein ~~and anticipates to continue~~continuing to employ the same consultant through the entirety of the Study.
- 2) The Parties ~~have~~will jointly participated in setting the work program and priorities for the consultant in providing these planning services and have agreed to share in the cost of employing said consultant.
- 3) The total approved cost for completing the Study will not exceed \$430,000, and the Study is anticipated to be completed by September of calendar year 2022.
- 4) For services associated with the Study, the TownRTF shall donate ~~an aggregate of fifteen~~twenty thousand dollars (\$~~1520~~,000.00) as set forth in Section 12(a) below.
- 5) For services associated with the Study to be completed during calendar years 2021 and 2022 (fiscal years 2021, 2022, and 2023), CAMPO (through the City of Raleigh) ~~is committed to~~shall paying up to \$~~385400~~,000 of the approved costs for completing the Study covered under this AGREEMENT.
- 6) Although ~~they are~~it is not a ~~parties~~party to this AGREEMENT, the Regional Transportation Alliance (RTA) is ~~committed~~anticipated to allocating up to ten thousand dollars (\$10,000.00) ~~and the Research Triangle Foundation is committed to allocating up to twenty thousand dollars (\$20,000)~~ toward the total cost of completing the Study.
- 7) All funding required to be provided to CAMPO under this AGREEMENT shall be directed to the City of Raleigh, and CAMPO will request that all such funds ~~shall~~ be disbursed by the City of Raleigh ~~only at the express direction of~~ CAMPO.
- 8) The scope of services to be executed by the selected consultant for the Study ~~was~~shall be mutually agreed upon by the Parties, ~~and the Parties intend to continue implementing said scope of services.~~
- 9) When completed, an electronic copy of the Study will be provided to the TownRTF.
- 10) In CAMPO's contracting with a private firm for services required to complete the Study, it is agreed as follows:
  - a. ~~In consultation with the Town,~~ CAMPO ~~has obtained~~shall ensure that a qualified firm ~~is obtained~~ through an equitable selection process, and the prescribed work ~~will be~~ properly accomplished in a timely manner and at a just and reasonable cost.
  - b. When procuring professional services, CAMPO ~~shall~~adhere to Title 2 of the Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; and the North Carolina Department of Transportation's Policies and Procedures for Major Professional or Specialized Services Contracts. These policies and standards are incorporated in this

AGREEMENT.

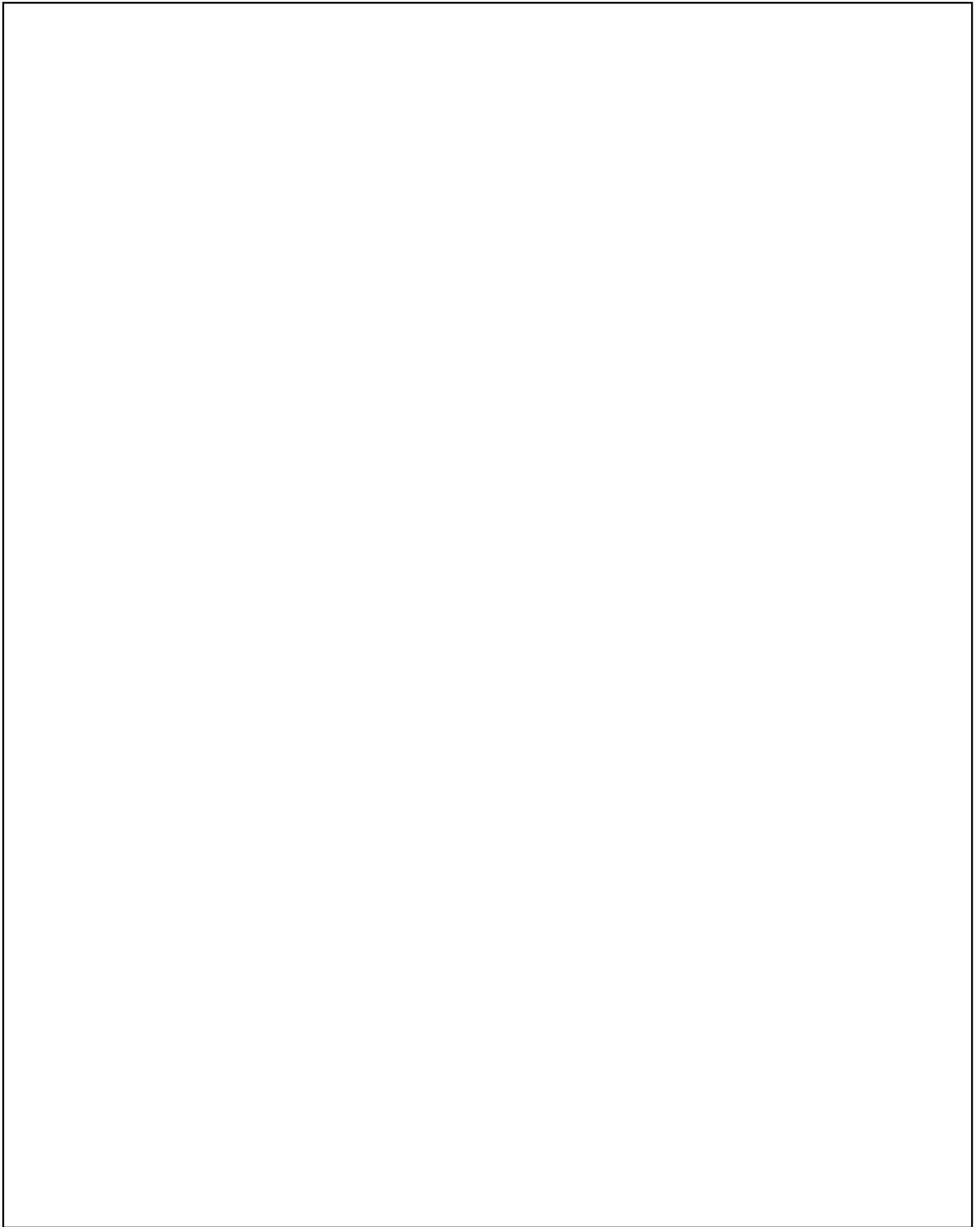
-Reference: at: [www.fhwa.dot.gov/legsregs/legislat.html](http://www.fhwa.dot.gov/legsregs/legislat.html) and  
[www.ncleg.net/gascrits/Statutes/Statutes.asp](http://www.ncleg.net/gascrits/Statutes/Statutes.asp).

- 11) CAMPO is solely responsible for the administration of all agreements, contracts, and work orders entered into or issued for this Study. The TownRTF shall not be held liable by CAMPO for any expenses or obligations incurred for the Study except those specifically provided for under the terms of this AGREEMENT.
- 12) Funding provided to CAMPO by the TownRTF shall be subject to the policies and procedures contained in Federal-Aid Policy Guide Part 140, Subpart G, and Federal-Aid Policy Guide Part 172, which are incorporated into this AGREEMENT by reference ([www.gpoaccess.gov/ecfr](http://www.gpoaccess.gov/ecfr)). The funding contribution shall be made as follows:
  - a. CAMPO shall bill the TownRTF \$150,000 ~~at the end of by June 1, 2022 Fiscal Year (FY) 20221 to~~ support eligible costs incurred through the end of the FY ~~and an additional \$10,000 upon completion of the Study.~~ Proper supporting documentation shall accompany each invoice as may be required by the TownRTF.
  - b. The TownRTF shall reimburse CAMPO for the invoices within thirty (30) days of receipt of invoice from CAMPO.
  - c. CAMPO shall be responsible for adhering to applicable administrative requirements of 49 CFR Part 18 ([www.dot.gov/ost/m60/grant/49cfr18.htm](http://www.dot.gov/ost/m60/grant/49cfr18.htm)) and Office of Management and Budget (OMB) Circular A-102 ([www.whitehouse.gov/omb/circulars/a102/a102.html](http://www.whitehouse.gov/omb/circulars/a102/a102.html)). Reimbursement shall be based on actual costs incurred.
  - d. In accordance with OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations ([www.whitehouse.gov/omb/circulars/a087/a87\\_2004.html](http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html)), dated June 27, 2003, and the Federal Single Audit Act Amendments of 1996, CAMPO shall arrange for an independent financial and compliance audit of its fiscal operations.
  - e. Failure on the part of any Party to comply with any provision of this AGREEMENT will be grounds for termination by the other Party.
- 13) CAMPO and its agents shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this AGREEMENT. Further, CAMPO shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for three (3) years from the date of payment of the final voucher under this AGREEMENT, for inspection and audit by the North Carolina Department Transportation, the Federal Highway Administration, or any authorized representatives of the Federal Government.
- 14) To the extent authorized by law, CAMPO agrees to indemnify and hold harmless the TownRTF, for any third-party claims for payment or damages, of any nature, asserted against TownRTF in connection with this AGREEMENT.
- 15) CAMPO is prohibited from contracting with or making sub-awards under transactions covered by this AGREEMENT to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., subawards to subrecipients). Contractors receiving individual awards for \$25,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred. CAMPO may rely upon the certification unless it knows that the certification is erroneous. CAMPO agrees that it is not

presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

- 16) All terms and conditions of this AGREEMENT are dependent upon, and subject to, the allocation of funds for the purpose set forth in the AGREEMENT.
- 17) All Parties hereby respectively confirm that the individuals executing the AGREEMENT are authorized to execute this AGREEMENT and to bind the respective entities to the terms contained herein. All Parties confirm they have read this AGREEMENT, conferred with counsel, and fully understand its contents.
- 18) This AGREEMENT shall be interpreted under the laws of the State of North Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to the values and purposes sought to be set forth herein.
- 19) E – Verify. CAMPO has complied and will comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of the parties' knowledge, any subcontractor employed by a contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq. The TownRTF shall not be required to utilize E-Verify solely as a result of this AGREEMENT, but the TownRTF shall comply with E-Verify if independently required to do so by applicable law.
- 20) IRAN DIVESTMENT ACT CERTIFICATION. The Parties herein certify that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, the Parties shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
- 21) All matters relating to this AGREEMENT shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this AGREEMENT shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.
- 22) The Parties acknowledge that this AGREEMENT establishes no relationship between them other than that of donor and recipient—donee, and that no partnership, joint venture, contractor/subcontractor, principal/agent, or other common enterprise is intended.
- 23) This AGREEMENT may be amended only by written agreement of the Parties executed by their authorized representatives.

**[signatures and notarizations begin on following page]**



**CAMPO**

By: \_\_\_\_\_  
Chris Lukasina, Executive Director

ACKNOWLEDGEMENT by NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION,  
"CAMPO"

STATE OF NORTH CAROLINA:

COUNTY OF:

I, \_\_\_\_\_ a Notary Public for said County and State, do hereby certify that \_\_\_\_\_, with whom I am acquainted, personally appeared before me on \_\_\_\_\_ 2021, who, being by me duly sworn, says that (s)he is an authorized Officer of \_\_\_\_\_ the organization described in and which executed the foregoing instrument; that (s)he knows the name of the organization and that the said Officer subscribed her/his name thereto, having the authority of the Board of Directors of said organization, and that said instrument is the act and deed of said organization.

Witness my hand and official seal, this day of \_\_\_\_\_ 2021.

Notary Public Signature

Printed Name of Notary: \_\_\_\_\_

(SEAL)

My Commission Expires:

~~Research Triangle Foundation of North Carolina~~Town of Clayton, North Carolina

By: \_\_\_\_\_

Richard D. Cappola~~Scott Levitan, Jr.,~~ President & Chief Executive Officer~~Interim Town Manager~~

ACKNOWLEDGEMENT ~~by TOWN OF CLAYTON~~by Research Triangle Foundation of North Carolina

STATE OF NORTH CAROLINA:

COUNTY OF   :

I, \_\_\_\_\_ a Notary Public for said County and State, do hereby certify that \_\_\_\_\_, with whom I am acquainted, personally appeared before me on \_\_\_\_\_ 2021, who, being by me duly sworn, says that (s)he is an authorized Officer of the Town of Clayton ~~the~~ organization described in and which executed the foregoing instrument; that (s)he knows the name of the organization and that the said Officer subscribed her/his name thereto, having the authority of the ~~Board of Directors~~Town Council of said organization, and that said instrument is the act and deed of said organization.

Witness my hand and official seal, this day of \_\_\_\_\_ 2021.

Notary Public Signature

Printed Name of Notary: \_\_\_\_\_

(SEAL)

My Commission Expires:

NORTH CAROLINA

**BUS RAPID TRANSIT EXTENSIONS MAJOR  
INVESTMENT STUDY AND ALTERNATIVES  
ANALYSIS FINANCIAL PARTICIPATION  
AGREEMENT**

TOWN OF CLAYTON, NORTH CAROLINA

DATE: 08/03/2021

AND

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO), A METROPOLITAN  
TRANSPORTATION PLANNING ORGANIZATION, RECOGNIZED UNDER ARTICLE 16 OF CHAPTER  
136 OF THE NORTH CAROLINA GENERAL STATUTES

Total Funds

\$15,000.00

**THIS BUS RAPID TRANSIT EXTENSIONS MAJOR INVESTMENT STUDY AND ALTERNATIVES  
ANALYSIS FINANCIAL PARTICIPATION AGREEMENT** ("AGREEMENT"), made and entered into on  
the last date executed below by and between the Town of Clayton, North Carolina, hereinafter referred to  
as "Town", and the Capital Area Metropolitan Planning Organization, hereinafter referred to as "CAMPO".

The Town and CAMPO are collectively referred to herein as "Parties."

**WITNESSETH:**

**WHEREAS**, the United States Congress mandated the establishment of Metropolitan Planning  
Organizations (MPOs) to encourage and promote the safe and efficient management and operation of  
surface transportation systems, under applicable provisions of the U.S Code, referenced and quoted as  
follows:

23 U.S.C. Sec. 134 (a) (1). *It is in the national interest to encourage and promote the  
development of transportation systems embracing various modes of transportation in a  
manner which will efficiently maximize mobility of people and goods within and through an  
urbanized area and minimize transportation related fuel consumption and air pollution. To  
accomplish this objective, metropolitan planning organizations, in cooperation with the State,  
shall develop transportation plans and programs for urbanized areas of the State. Such plans  
and programs shall provide for the development of transportation facilities (including  
pedestrian and bicycle transportation facilities) which will function as an intermodal  
transportation system for the State, the metropolitan area, and the Nation. The process for  
developing such plans and programs shall provide for consideration of all modes of  
transportation and shall be continuing, comprehensive and cooperative to the degree  
appropriate, based on the complexity of the transportation system"; and*

**WHEREAS**, MPOs established pursuant to 23 U.S.C. § 134 are recognized under the laws of North  
Carolina. N.C.G.S. § 136-200.1 (2016); and,

**WHEREAS**, The Governor of the State of North Carolina has designated the City of Raleigh to be the  
Lead Planning Agency, and therefore fiscal agent, for CAMPO and to be responsible for carrying out the  
provisions of Section 134(a), Title 23, United States Code; and,

**WHEREAS**, the Town has agreed to provide a donation for a Major Investment Study and Alternatives  
Analysis for Bus Rapid Transit Extensions from Cary to Research Triangle Park and from Garner to  
Clayton, the "Study"; and,

**WHEREAS**, the Parties have agreed that CAMPO shall solicit and employ a consultant to perform transportation planning services as part of the Study.

**NOW, THEREFORE**, in consideration of the foregoing recitals, mutual agreements set forth below, and other good and valuable consideration, the Parties agree as follows:

- 1) In furtherance of the Study, CAMPO has hired a consultant to perform the planning services as further provided herein and anticipates continuing to employ the same consultant through the entirety of the Study.
- 2) The Parties have jointly participated in setting the work program and priorities for the consultant in providing these planning services and have agreed to share in the cost of employing said consultant.
- 3) The total approved cost for completing the Study will not exceed \$430,000, and the Study is anticipated to be completed by September of calendar year 2022.
- 4) For services associated with the Study, the Town shall donate fifteen thousand dollars (\$15,000.00) as set forth in Section 12(a) below.
- 5) For services associated with the Study to be completed during calendar years 2021 and 2022 (fiscal years 2021, 2022, and 2023), CAMPO (through the City of Raleigh) is committed to paying up to \$385,000 of the approved costs for completing the Study covered under this AGREEMENT.
- 6) Although they are not parties to this AGREEMENT, the Regional Transportation Alliance (RTA) is committed to allocating up to ten thousand dollars (\$10,000.00) and the Research Triangle Foundation is committed to allocating up to twenty thousand dollars (\$20,000) toward the total cost of completing the Study.
- 7) All funding required to be provided to CAMPO under this AGREEMENT shall be directed to the City of Raleigh, and CAMPO will request that all such funds be disbursed by the City of Raleigh to CAMPO.
- 8) The scope of services to be executed by the selected consultant for the Study was mutually agreed upon by the Parties, and the Parties intend to continue implementing said scope of services.
- 9) When completed, an electronic copy of the Study will be provided to the Town.
- 10) In CAMPO's contracting with a private firm for services required to complete the Study, it is agreed as follows:
  - a. In consultation with the Town, CAMPO has obtained a qualified firm through an equitable selection process, and the prescribed work will be properly accomplished in a timely manner and at a just and reasonable cost.
  - b. When procuring professional services, CAMPO adhered to Title 2 of the Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; and the North Carolina Department of Transportation's Policies and Procedures for Major Professional or Specialized Services Contracts. These policies and standards are incorporated in this AGREEMENT.

Reference at: [www.fhwa.dot.gov/legisregs/legislat.html](http://www.fhwa.dot.gov/legisregs/legislat.html) and  
[www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

- 11) CAMPO is solely responsible for the administration of all agreements, contracts, and work orders entered into or issued for this Study. The Town shall not be held liable by CAMPO for any expenses or obligations incurred for the Study except those specifically provided for under the terms of this AGREEMENT.
- 12) Funding provided to CAMPO by the Town shall be subject to the policies and procedures contained in Federal-Aid Policy Guide Part 140, Subpart G, and Federal-Aid Policy Guide Part 172, which are incorporated into this AGREEMENT by reference ([www.gpoaccess.gov/ecfr](http://www.gpoaccess.gov/ecfr)).  
The funding contribution shall be made as follows:
  - a. CAMPO shall bill the Town \$15,000 by June 1, 2022 to support eligible costs incurred through the end of the FY. Proper supporting documentation shall accompany each invoice as may be required by the Town.
  - b. The Town shall reimburse CAMPO for the invoice within thirty (30) days of receipt of invoice from CAMPO.
  - c. CAMPO shall be responsible for adhering to applicable administrative requirements of 49 CFR Part 18 ([www.dot.gov/ost/m60/grant/49cfr18.htm](http://www.dot.gov/ost/m60/grant/49cfr18.htm)) and Office of Management and Budget (OMB) Circular A-102 ([www.whitehouse.gov/omb/circulars/a102/a102.html](http://www.whitehouse.gov/omb/circulars/a102/a102.html)). Reimbursement shall be based on actual costs incurred.
  - d. In accordance with OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations ([www.whitehouse.gov/omb/circulars/a087/a87\\_2004.html](http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html)), dated June 27, 2003, and the Federal Single Audit Act Amendments of 1996, CAMPO shall arrange for an independent financial and compliance audit of its fiscal operations.
  - e. Failure on the part of any Party to comply with any provision of this AGREEMENT will be grounds for termination by the other Party.
- 13) CAMPO and its agents shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this AGREEMENT. Further, CAMPO shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for three (3) years from the date of payment of the final voucher under this AGREEMENT, for inspection and audit by the North Carolina Department Transportation, the Federal Highway Administration, or any authorized representatives of the Federal Government.
- 14) To the extent authorized by law, CAMPO agrees to indemnify and hold harmless the Town for any third-party claims for payment or damages, of any nature, asserted against Town in connection with this AGREEMENT.
- 15) CAMPO is prohibited from contracting with or making sub-awards under transactions covered by this AGREEMENT to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., subawards to subrecipients). Contractors receiving individual awards for \$25,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred. CAMPO may rely upon the certification unless it knows that the certification is erroneous. CAMPO agrees that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- 16) All terms and conditions of this AGREEMENT are dependent upon, and subject to, the allocation of funds for the purpose set forth in the AGREEMENT.
- 17) All Parties hereby respectively confirm that the individuals executing the AGREEMENT are

authorized to execute this AGREEMENT and to bind the respective entities to the terms contained herein. All Parties confirm they have read this AGREEMENT, conferred with counsel, and fully understand its contents.

- 18) This AGREEMENT shall be interpreted under the laws of the State of North Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to the values and purposes sought to be set forth herein.
- 19) E – Verify. CAMPO has complied and will comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of the parties' knowledge, any subcontractor employed by a contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq. The Town shall not be required to utilize E-Verify solely as a result of this AGREEMENT, but the Town shall comply with E-Verify if independently required to do so by applicable law.
- 20) IRAN DIVESTMENT ACT CERTIFICATION. The Parties herein certify that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, the Parties shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
- 21) All matters relating to this AGREEMENT shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this AGREEMENT shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.
- 22) The Parties acknowledge that this AGREEMENT establishes no relationship between them other than that of donor and recipient, and that no partnership, joint venture, contractor/subcontractor, principal/agent, or other common enterprise is intended.
- 23) This AGREEMENT may be amended only by written agreement of the Parties executed by their authorized representatives.

**[signatures and notarizations begin on following page]**

**CAMPO**

By: \_\_\_\_\_  
Chris Lukasina, Executive Director

ACKNOWLEDGEMENT by NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION,  
"CAMPO"

STATE OF NORTH CAROLINA

COUNTY OF:

I, \_\_\_\_\_ a Notary Public for said County and State, do hereby certify that \_\_\_\_\_, with whom I am acquainted, personally appeared before me on \_\_\_\_\_ 2021, who, being by me duly sworn, says that (s)he is an authorized Officer of \_\_\_\_\_ the organization described in and which executed the foregoing instrument; that (s)he knows the name of the organization and that the said Officer subscribed her/his name thereto, having the authority of the Board of Directors of said organization, and that said instrument is the act and deed of said organization.

Witness my hand and official seal, this day of \_\_\_\_\_ 2021.

Notary Public Signature

Printed Name of Notary: \_\_\_\_\_

(SEAL)

My Commission Expires:

**Town of Clayton, North Carolina**

By: \_\_\_\_\_  
Richard D. Cappola, Jr., Interim Town Manager

ACKNOWLEDGEMENT by TOWN OF CLAYTON

STATE OF NORTH CAROLINA

COUNTY OF:

I, \_\_\_\_\_ a Notary Public for said County and State, do hereby certify that \_\_\_\_\_, with whom I am acquainted, personally appeared before me on \_\_\_\_\_ 2021, who, being by me duly sworn, says that (s)he is an authorized Officer of the Town of Clayton described in and which executed the foregoing instrument; that (s)he knows the name of the organization and that the said Officer subscribed her/his name thereto, having the authority of the Town Council of said organization, and that said instrument is the act and deed of said organization.

Witness my hand and official seal, this day of \_\_\_\_\_ 2021.

Notary Public Signature

Printed Name of Notary: \_\_\_\_\_

(SEAL)

My Commission Expires:



# Town Council Agenda Cover Sheet

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**Meeting Date**

August 2, 2021

**Agenda Location**

New Business

**Item Title**

Introduce New Pre-Qualification Policy

**Presenter**

Shaun Mizzell, Procurement & Contract Manager

**Summary/Description**

The purpose of this policy is to define a prequalification process that complies with the requirements of NCGS §143-135.8, which allows prequalification of bidders for a particular construction and repair project.

**Requested Action**

Approval/Denial

**Funding Source (If Applicable):**

N/A

**Cost:** N/A    Yes ☐    No ☒

**Additional Documents to be Included in Agenda Packet****Meeting Timeline**

Click or tap here to enter text.

**TOWN OF CLAYTON  
POLICY FOR PREQUALIFICATION OF BIDDERS FOR CONSTRUCTION  
PROJECTS**

**PURPOSE**

The purpose of this policy is to define a prequalification process that complies with the requirements of NCGS §143-135.8, which allows prequalification of bidders for a particular construction and repair project.

**POLICY**

The policy is to guide the evaluation of a contractor impartially and objectively and properly determine, based on its responsible business practices, work experience, staff, and equipment, that it meets the minimum qualifications to bid on a construction project. The award of contracts shall be the result of open competition in bidding; impartiality in the selection of contractors; integrity in business practices; and skillful and safe performance of public contracts.

1. This policy is only applicable to specific construction projects as follows:
  - a. Single-prime, separate-prime, or dual-bidding methods as defined in NCGS §143-128(a1)(1) through 143-128(a1)(3).
  - b. First tier sub-contractors for Construction Manager at Risk contracts as defined in NCGS §143-128.1.
2. Prequalification may not be used for the selection of any qualification-based services, such as architectural, engineering, surveying, design-build services, or the selection of a CM at Risk, under Article 3D of Chapter 143 of the North Carolina General Statutes.
3. Notwithstanding the fact that a contractor was prequalified to bid on a specific project, the Town reserves the right to reject a contractor's bid on that same project if it is determined that the contractor has not submitted the lowest responsible and responsive bid.
  - a. The prequalification of the contractor shall not preclude the Town from afterward concluding that the contractor is not a responsible bidder pursuant to NCGS §143-129.
  - b. All construction and repair contracts shall be awarded to the lowest responsive and responsible bidder, taking into consideration quality, performance and the time specified in the bids for the performance of the contract.

- c. The prequalification of a contractor for a project shall only apply to the individual project.
- d. A bidder shall be deemed nonresponsive if it submits a bid on a construction project subject to prequalification, for which it has not been deemed prequalified in accordance with this policy.

## **DEFINITIONS**

- 1. Project Manager: An employee or consultant responsible for the administration of a construction or repair project who is assigned the responsibility for managing the project and representing the department in matters relating to the project and tasked with the responsibilities of developing evaluation criteria and an evaluation tool consistent with this policy.
- 2. Construction Manager at Risk: A person, corporation, or entity that provides construction management at risk services.
- 3. Prequalification: A process of evaluating and determining whether potential bidders have the skill, judgment, integrity, sufficient financial resources, and ability necessary to do the faithful performance of a contract for construction or repair work.
- 4. Prequalification Committee: A committee established by the Project Manager and/or the Construction Manager at Risk for each project and tasked with the responsibility of evaluating applications for prequalification.

## **PREQUALIFICATION PROCESS**

- 1. The process for prequalification shall begin with an advertisement from the Town requesting qualifications. Such notice shall be posted on the Town web site or the North Carolina Interactive Purchasing System (IPS) web site. This notice shall be posted a minimum of 10 full days.
- 2. Prior to advertising, the Project Manager shall develop an objective application form as follows:
  - a. The application form shall be uniform, consistent, and transparent in its application to all bidders.
  - b. Each firm shall use the approved prequalification application form in order to be considered for prequalification to bid on the project.
  - c. The criteria used for assessment, must be reasonably related to construction repair work. Firms shall not be required to have been previously awarded a construction or repair project by the Town.

- d. At a minimum, the criteria listed in Section (Criteria of Application) shall be included in the prequalification application form.
  - e. In addition to developing criteria for evaluation, there shall be an evaluation tool to evaluate the responses from the firm. This tool shall indicate the prequalification scoring values and the minimum required score for prequalification to bid on the project.
- 3. Construction Manager at Risk projects shall use the process outlined in this policy for the selection of their first-tier subcontractors. The Construction Manager at Risk and Project Manager shall jointly develop the evaluation application form and evaluation tool.
  - 4. The Project Manager shall ensure that applications prepared for the project comply with this policy and state law. The application is to be submitted by the deadline established in the solicitation for prequalification. The act of submitting the application does not permit the firm to submit a bid. Incomplete applications will be rejected or returned for further detail or correction at the sole discretion of the Town.

#### **CRITERIA OF THE APPLICATION**

The application shall, at a minimum, address the following criteria:

1. Organizational Structure:

- a. The firm shall provide all names under which it does business, describe how the company is organized, the date of organization and if incorporated, the state of incorporation.
- b. Firms that are a partnership must describe the partnership details and if a Joint Venture (JV) provide a copy of the JV agreement.
- c. The firm must provide a list of all owners, officers, partners, or individuals authorized to represent or conduct business for or sign legal documents for the firm. This list must include the full legal name, typed, or printed in a clear legible form.
- d. The firm shall state the location of the office that will be primarily responsible for administering the work associated with the project for which this prequalification is requested.
- e. Firms experiencing changes in ownership, affiliation, organizational structure, or material changes in assets must inform the Project Manager in writing prior to the award of a contract. Failure of the firm to comply with this requirement may result in the termination of any contract awarded by the Town.
- f. The firm shall state how long it has been in business in its current organizational structure, whether the firm itself or any of its owners, officers, partners or individuals authorized to represent, conduct business or sign legal documents for the firm or any other firm or legal entity have been debarred,

suspended, or otherwise prohibited from receiving federal, state, or local funds within the five years preceding the date of the Notice of Prequalification.

2. Classification: The firm shall be required to provide proof that it has a North Carolina General Contractor's License and any other professional license(s) required to perform on the contract, or provide a statement indicating that they will be able to acquire all necessary licenses before submitting a bid on a project. If a statement is required, the firm shall identify the states in which they are licensed for this type of work.
3. Experience: The firm shall furnish a history documenting experience with projects of similar size, scope, or complexity involving the type(s) of work for which prequalification is requested.
4. Financial:
  - a. The firm will be required to submit one to three years of audited financial statements to demonstrate their ability to meet the required financial obligations in the performance of the contract. Firms that do not have audited financial statements will be required to submit copies of their filed Federal Income Tax Returns for the same period or their balance sheet and income statement on company letterhead for the same period.
  - b. The specific financial requirements that must be demonstrated will be set forth in the Prequalification Application.
5. Insurance: Evidence that the company can provide the required insurance coverage and has sufficient bonding capacity.
6. Litigation/Claims:
  - a. The firm will be required to submit information regarding its litigation and claims history, including litigation with owners and subcontractors.
  - b. Minimum thresholds will be set for each contract for the amount of claims or the potential liability of unresolved lawsuits that the firm may have outstanding within the previous three years.
7. Timeliness:
  - a. The firm must provide a history of one to five years of all similar projects and whether they performed each project on time, and if not, specific information on how late they were in completing each project, the reasons why contract deadlines were not met, and the amount of liquidated damages paid, if any.
  - b. Minimum thresholds of timelines will be determined for each project depending on the complexity of the project and the harm that the Town will suffer if the project is not completed on time.

8. Safety: The firm shall also demonstrate an acceptable safety history as follows:
- a. Depending upon the nature of the work and the size and complexity of the project, firms will be required to submit one to five years of their safety record, safety training programs, and safety awards earned.
  - b. The firm must provide an affidavit summarizing any complaints, safety violations or reports from the North Carolina Code Officials Qualifications Board, OSHA, or any other regulating agency associated with any construction project within the period of time covered by the safety record.
  - c. The firm may be required to submit a statement of their Experience Modification Rating Factor.
  - d. Minimum thresholds of safety requirements will be determined for each contract depending on the complexity of the project and the type of work involved.

## **REVIEW OF APPLICATION**

### **1. Review of Applications:**

- a. A Prequalification Committee will review each timely received prequalification application to determine whether the required documents are submitted with the application and whether the firm's responses meet all of the minimum thresholds for the criteria set out in the Prequalification Notice.
- b. A firm must submit all of the required documents and meet all of the minimum thresholds for each criterion published in the Prequalification Notice to be prequalified to bid on the project.
- c. A firm that does not submit all of the required documents or fails to meet all of the minimum thresholds for each criterion in the Prequalification Notice will not be prequalified to bid on the project.
- d. The Prequalification Committee shall approve or deny the applications in accordance with the prequalification criteria and scoring system.

### **2. Notice of Decision:**

- a. The firms shall be promptly notified in writing of the Prequalification Committee's decision via email.
- b. The notification to a firm determined not to be prequalified shall include the reason(s) for denial.
- c. Notice shall be provided prior to the advertisement of bids for the project and with sufficient time for the firm to protest the denial of prequalification, and if the denial is reversed, sufficient time for the firm to prepare a bid.

## **PROTEST PROCEDURE**

1. Initial Protest: A firm may protest the denial of prequalification as follows:
  - a. A written protest must be received by the Project Manager within two business days of notice of denial. The written protest shall clearly identify the project and the Project Manager, clearly articulate the reasons for the protest, and attach any documents or additional information in support of the firm's position.
  - b. The Project Manager will contact the firm and set up a date and time to discuss the protest.

If upon review, the Project Manager determines that the firm meets the criteria for prequalification, the firm shall be notified in writing that it is prequalified to bid on the project and allowed to participate in the bid process. If the Project Manager upholds the denial, the firm shall be notified of the decision in writing by email notification.

2. Appeal: If the firm desires further review after receiving the decision of the Project Manager, the firm may request an administrative review and final decision by the Town Manager/designee as follows:
  - a. A written request for administrative review must be received by the Town Manager/designee within two business days from the firm's receipt of the decision from the Project Manager to uphold the denial.
  - b. The request for administrative review shall clearly identify the project and the Project Manager, clearly state the reason(s) for the review and attach any documents or additional information in support of the firm's position.
  - c. The Town Manager/designee will contact the firm and set up a date and time for the administrative review. If, upon review, the Town Manager/designee, determines that the firm meets the criteria for prequalification, the firm shall be notified in writing that it is prequalified to bid on the project and allowed to participate in the bid process. If the Town Manager/designee upholds the denial, the firm shall be notified of the decision in writing. This decision shall be final.
3. General Rules for Protest: Firms submitting applications shall be provided an email address for communication with the Project Manager during the protest process. In addition:
  - a. The firm shall provide at least two email addresses for use by the Project Manager in communicating with the firm.
  - b. The bid opening cannot occur until the prequalification protest process is completed.

- c. The bid opening must be scheduled to allow sufficient time for a bidder that has been prequalified as a result of a protest to submit a bid on that project.

**TOWN OF CLAYTON**  
**POLICY FOR PREQUALIFICATION OF BIDDERS FOR CONSTRUCTION PROJECTS**

**BE IT RESOLVED** by the Clayton Town Council that the Policy for Prequalification of Bidders for Construction Projects read as follows:

**PURPOSE**

The purpose of this policy is to define a prequalification process that complies with the requirements of NCGS §143-135.8, which allows prequalification of bidders for a particular construction and repair project.

**POLICY**

The policy is to guide the evaluation of a contractor impartially and objectively and properly determine, based on its responsible business practices, work experience, staff, and equipment, that it meets the minimum qualifications to bid on a construction project. The award of contracts shall be the result of open competition in bidding; impartiality in the selection of contractors; integrity in business practices; and skillful and safe performance of public contracts.

1. This policy is only applicable to specific construction projects as follows:
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  - b. First tier sub-contractors for Construction Manager at Risk contracts as defined in NCGS §143-128.1.
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3. Notwithstanding the fact that a contractor was prequalified to bid on a specific project, the Town reserves the right to reject a contractor's bid on that same project if it is determined that the contractor has not submitted the lowest responsible and responsive bid.
  - a. The prequalification of the contractor shall not preclude the Town from afterward concluding that the contractor is not a responsible bidder pursuant to NCGS §143-129.

- b. All construction and repair contracts shall be awarded to the lowest responsive and responsible bidder, taking into consideration quality, performance and the time specified in the bids for the performance of the contract.
- c. The prequalification of a contractor for a project shall only apply to the individual project.
- d. A bidder shall be deemed nonresponsive if it submits a bid on a construction project subject to prequalification, for which it has not been deemed prequalified in accordance with this policy.

## **DEFINITIONS**

- 1. Project Manager: An employee or consultant responsible for the administration of a construction or repair project who is assigned the responsibility for managing the project and representing the department in matters relating to the project and tasked with the responsibilities of developing evaluation criteria and an evaluation tool consistent with this policy.
- 2. Construction Manager at Risk: A person, corporation, or entity that provides construction management at risk services.
- 3. Prequalification: A process of evaluating and determining whether potential bidders have the skill, judgment, integrity, sufficient financial resources, and ability necessary to do the faithful performance of a contract for construction or repair work.
- 4. Prequalification Committee: A committee established by the Project Manager and/or the Construction Manager at Risk for each project and tasked with the responsibility of evaluating applications for prequalification.

## **PREQUALIFICATION PROCESS**

- 1. The process for prequalification shall begin with an advertisement from the Town requesting qualifications. Such notice shall be posted on the Town web site or the North Carolina Interactive Purchasing System (IPS) web site. This notice shall be posted a minimum of 10 full days.
- 2. Prior to advertising, the Project Manager shall develop an objective application form as follows:
  - a. The application form shall be uniform, consistent, and transparent in its application to all bidders.
  - b. Each firm shall use the approved prequalification application form in order to be considered for prequalification to bid on the project.

- c. The criteria used for assessment, must be reasonably related to construction repair work. Firms shall not be required to have been previously awarded a construction or repair project by the Town.
  - d. At a minimum, the criteria listed in Section (Criteria of Application) shall be included in the prequalification application form.
  - e. In addition to developing criteria for evaluation, there shall be an evaluation tool to evaluate the responses from the firm. This tool shall indicate the prequalification scoring values and the minimum required score for prequalification to bid on the project.
3. Construction Manager at Risk projects shall use the process outlined in this policy for the selection of their first-tier subcontractors. The Construction Manager at Risk and Project Manager shall jointly develop the evaluation application form and evaluation tool.
4. The Project Manager shall ensure that applications prepared for the project comply with this policy and state law. The application is to be submitted by the deadline established in the solicitation for prequalification. The act of submitting the application does not permit the firm to submit a bid. Incomplete applications will be rejected or returned for further detail or correction at the sole discretion of the Town.

#### **CRITERIA OF THE APPLICATION**

The application shall, at a minimum, address the following criteria:

1. Organizational Structure:

- a. The firm shall provide all names under which it does business, describe how the company is organized, the date of organization and if incorporated, the state of incorporation.
- b. Firms that are a partnership must describe the partnership details and if a Joint Venture (JV) provide a copy of the JV agreement.
- c. The firm must provide a list of all owners, officers, partners, or individuals authorized to represent or conduct business for or sign legal documents for the firm. This list must include the full legal name, typed, or printed in a clear legible form.
- d. The firm shall state the location of the office that will be primarily responsible for administering the work associated with the project for which this prequalification is requested.
- e. Firms experiencing changes in ownership, affiliation, organizational structure, or material changes in assets must inform the Project Manager in writing prior to the award of a contract. Failure of the firm to comply with this requirement may result in the termination of any contract awarded by the Town.

- f. The firm shall state how long it has been in business in its current organizational structure, whether the firm itself or any of its owners, officers, partners or individuals authorized to represent, conduct business or sign legal documents for the firm or any other firm or legal entity have been debarred, suspended, or otherwise prohibited from receiving federal, state, or local funds within the five years preceding the date of the Notice of Prequalification.
2. Classification: The firm shall be required to provide proof that it has a North Carolina General Contractor's License and any other professional license(s) required to perform on the contract, or provide a statement indicating that they will be able to acquire all necessary licenses before submitting a bid on a project. If a statement is required, the firm shall identify the states in which they are licensed for this type of work.
3. Experience: The firm shall furnish a history documenting experience with projects of similar size, scope, or complexity involving the type(s) of work for which prequalification is requested.
4. Financial:
  - a. The firm will be required to submit one to three years of audited financial statements to demonstrate their ability to meet the required financial obligations in the performance of the contract. Firms that do not have audited financial statements will be required to submit copies of their filed Federal Income Tax Returns for the same period or their balance sheet and income statement on company letterhead for the same period.
  - b. The specific financial requirements that must be demonstrated will be set forth in the Prequalification Application.
5. Insurance: Evidence that the company can provide the required insurance coverage and has sufficient bonding capacity.
6. Litigation/Claims:
  - a. The firm will be required to submit information regarding its litigation and claims history, including litigation with owners and subcontractors.
  - b. Minimum thresholds will be set for each contract for the amount of claims or the potential liability of unresolved lawsuits that the firm may have outstanding within the previous three years.
7. Timeliness:
  - a. The firm must provide a history of one to five years of all similar projects and whether they performed each project on time, and if not, specific information on how late they were in completing each project, the reasons why contract deadlines were not met, and the amount of liquidated damages paid, if any.

- b. Minimum thresholds of timelines will be determined for each project depending on the complexity of the project and the harm that the Town will suffer if the project is not completed on time.
- 8. Safety: The firm shall also demonstrate an acceptable safety history as follows:
  - a. Depending upon the nature of the work and the size and complexity of the project, firms will be required to submit one to five years of their safety record, safety training programs, and safety awards earned.
  - b. The firm must provide an affidavit summarizing any complaints, safety violations or reports from the North Carolina Code Officials Qualifications Board, OSHA, or any other regulating agency associated with any construction project within the period of time covered by the safety record.
  - c. The firm may be required to submit a statement of their Experience Modification Rating Factor.
  - d. Minimum thresholds of safety requirements will be determined for each contract depending on the complexity of the project and the type of work involved.

## **REVIEW OF APPLICATION**

### **1. Review of Applications:**

- a. A Prequalification Committee will review each timely received prequalification application to determine whether the required documents are submitted with the application and whether the firm's responses meet all of the minimum thresholds for the criteria set out in the Prequalification Notice.
- b. A firm must submit all of the required documents and meet all of the minimum thresholds for each criterion published in the Prequalification Notice to be prequalified to bid on the project.
- c. A firm that does not submit all of the required documents or fails to meet all of the minimum thresholds for each criterion in the Prequalification Notice will not be prequalified to bid on the project.
- d. The Prequalification Committee shall approve or deny the applications in accordance with the prequalification criteria and scoring system.

### **2. Notice of Decision:**

- a. The firm shall be promptly notified in writing of the Prequalification Committee's decision via email.
- b. The notification to a firm determined not to be prequalified shall include the reason(s) for denial.

- c. Notice shall be provided prior to the advertisement of bids for the project and with sufficient time for the firm to protest the denial of prequalification, and if the denial is reversed, sufficient time for the firm to prepare a bid.

## **PROTEST PROCEDURE**

1. Initial Protest: A firm may protest the denial of prequalification as follows:
  - a. A written protest must be received by the Project Manager within two business days of notice of denial. The written protest shall clearly identify the project and the Project Manager, clearly articulate the reasons for the protest, and attach any documents or additional information in support of the firm's position.
  - b. The Project Manager will contact the firm and set up a date and time to discuss the protest.

If upon review, the Project Manager determines that the firm meets the criteria for prequalification, the firm shall be notified in writing that it is prequalified to bid on the project and allowed to participate in the bid process. If the Project Manager upholds the denial, the firm shall be notified of the decision in writing by email notification.

2. Appeal: If the firm desires further review after receiving the decision of the Project Manager, the firm may request an administrative review and final decision by the Town Manager/designee as follows:
  - a. A written request for administrative review must be received by the Town Manager/designee within two business days from the firm's receipt of the decision from the Project Manager to uphold the denial.
  - b. The request for administrative review shall clearly identify the project and the Project Manager, clearly state the reason(s) for the review and attach any documents or additional information in support of the firm's position.
  - c. The Town Manager/designee will contact the firm and set up a date and time for the administrative review. If, upon review, the Town Manager/designee, determines that the firm meets the criteria for prequalification, the firm shall be notified in writing that it is prequalified to bid on the project and allowed to participate in the bid process. If the Town Manager/designee upholds the denial, the firm shall be notified of the decision in writing. This decision shall be final.
3. General Rules for Protest: Firms submitting applications shall be provided an email address for communication with the Project Manager during the protest process. In addition:
  - a. The firm shall provide at least two email addresses for use by the Project Manager in communicating with the firm.

- b. The bid opening cannot occur until the prequalification protest process is completed.
- c. The bid opening must be scheduled to allow sufficient time for a bidder that has been prequalified as a result of a protest to submit a bid on that project.

Duly adopted this the 2<sup>nd</sup> day of August, 2021 while in regular session.

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Jody McLeod  
Mayor

ATTEST:

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Kimberly A. Moffett, CMC, NCCMC  
Town Clerk



## Town Council Agenda Cover Sheet

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**Meeting Date**

Agusut 2, 2021

**Agenda Location**

Old Business

**Item Title**

Cemetery Policy and Guidelines Updates

**Presenter**

Justin Pulley-Superintendent of Grounds Maintenance

**Summary/Description**

The purpose of the item is to propose revisions to the Town's Cemetery Policies to further define restrictions and guidance on the maintenance of individual grave sites. Included in the agenda packet is the Cemetery Flower/Decoration Policy which is given to every customer who purchases a grave or comes in for a burial. I have added a place for signature on the bottom of the form. The customer will sign this form and the purchase contract form. A copy will be provided to the customer and the original kept in the file with the other paperwork

**Requested Action**

Approval/Denial

**Funding Source (If Applicable):**

N/A

**Cost:** N/A    Yes ☐    No ☒

**Additional Documents to be Included in Agenda Packet**

Proposed Cemetery Policy

Revised Customer Agreement

**Meeting Timeline**

Click or tap here to enter text.



## Cemetery Flower/Decoration Policy

The Town of Clayton understands the need for families to show their love and remembrance for those interred in its' cemeteries through the placement of floral offerings at the gravesite.

While beautiful, long-lasting artificial floral arrangements impact the Town's ability to perform timely lawn maintenance. It is not possible to first remove flowers, mow the grass, and then replace flowers in their proper place; errors are likely to occur. In addition to on-going lawn maintenance concerns, storm events are likely to displace flower arrangements.

The following guidelines regarding flower placement and removal have been developed to preserve the aesthetic beauty of our cemeteries. In addition, these guidelines will help to ensure the safety of all who visit our cemeteries as well as those who maintain them.

### **Artificial Flowers**

Artificial flowers are permitted on gravesites year- round but are subject to removal by Town staff when ~~they~~ **in their sole opinion they** become soiled, weathered, **overgrown** or displaced by a storm event.

### **Fresh Flowers**

Fresh cut flowers will be removed by Town staff approximately ~~two~~ **one** weeks after being placed on a gravesite. **No plantings of any kind. (I.E. bushes, plants, etc.)**

### **Funeral Flowers**

Wreaths, flowers, or other floral decorations (including the containers, stands or the like in which they are contained and/or displayed) left at the gravesite at the time of burial will be removed and disposed of by cemetery maintenance employees approximately ~~two~~ **one** weeks after interment. The cemetery is not liable for floral arrangements, baskets, or stands left at the gravesite.

### **Holiday Decorations**

Holiday decorations may be placed at the gravesite 15 days prior to, and left up to 15 days after, the holiday. American flags are permitted for the Veterans Day, Memorial Day, and July 4th holidays under this same schedule. Families planning to reuse holiday decorations or flags should plan to remove them before the end of the 30-day period.

### **Decorating Restrictions**

To preserve the dignity of the cemetery, items placed on gravesites must be floral in nature. Commemorative, ornamental, and other artifacts are discouraged. Night lights, votive candles, crosses, windmills, toys, statues, flags, flag poles, globes, bird feeders, flower poles, shells, cans, jugs, bottles, benches, and all other ornamental objects will be removed from graves. **No graves shall be altered in any way by adding grass, mulch, edging and/or fences, etc...** These items create the potential for injury to patrons and employees. **If you feel a grave site needs maintenance, please contact our Operations Center at 919-553-1530.**

The Town of Clayton maintenance staff, at their discretion, may remove and/or discard any items considered to be a mowing or safety hazard **and/or in violation with the Cemetery Flower/Decoration Policy.**

Note: The Town of Clayton **assumes no responsibility** for items left on gravesites. Due to the open nature of the grounds, we cannot prevent theft, vandalism, or the effects of nature. Anyone caught removing items from gravesites not their own will fully be prosecuted of the law.

Signature – Acknowledgement of Receipt

*Revised 05/21/21*

### **Town of Clayton Policy & Procedure Statement**

|                                                                                   |                                    |
|-----------------------------------------------------------------------------------|------------------------------------|
|  |                                    |
| Policy Number                                                                     | PW – 2021 - 01                     |
| Department                                                                        | Public Works – Cemetery Division   |
| Subject                                                                           | Flower/Decoration Policy           |
| Approved By                                                                       | Town Council – Resolution #2021-32 |
| Effective Date                                                                    | August 2, 2021                     |
| Revision Date(s)                                                                  |                                    |

#### **Purpose:**

Amend cemetery flower/decoration policy.

*This policy shall remain in effect until such time as amended by the Town Council*

#### **Policy:**

The Town of Clayton understands the need for families to show their love and remembrance for those interred in its' cemeteries through the placement of floral offerings at the gravesite.

While beautiful, long-lasting artificial floral arrangements impact the Town's ability to perform timely lawn maintenance. It is not possible to first remove flowers, mow the grass, and then replace flowers in their proper place; errors are likely to occur. In addition to on-going lawn maintenance concerns, storm events are likely to displace flower arrangements.

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**TOWN OF CLAYTON**

**AMENDING CEMETERY FLOWER/DECORATION POLICY**

BE IT RESOLVED by the Clayton Town Council that the Cemetery Flower/Decoration Policy be amended to read as follows:

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Duly adopted this the 2<sup>nd</sup> day of August, 2021 while in regular session.

---

Jody McLeod  
Mayor

ATTEST:

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Kimberly A. Moffett, CMC, NCCMC  
Town Clerk